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AGREEMENT

upon

SALARIES AND TERMS AND
CONDITIONS OF EMPLOYMENT

between

THE BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT BOARD OF EDUCATION

and

THE BLACK HORSE PIKE
EDUCATION ASSOCIATION

JULY 1, 1981

to

JUNE 30, 1983

LIBRARY
Institute of Management and
Labor Relations

OCT 30 1981

RUTGERS UNIVERSITY

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AGREEMENT BETWEEN
THE BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE BLACK HORSE PIKE EDUCATION ASSOCIATION

JULY 1, 1981, TO JUNE 30, 1983

PREAMBLE

The parties to this Agreement are the Board of Education of the Black Horse Pike Regional School District, hereinafter called the "Board," and the Black Horse Pike Education Association, hereinafter called the "Association."

WHEREAS, the Board and the Association have an obligation pursuant to N.J.S.A. 34; 13A-1, et seq., as amended and revised, to enter into collective bargaining with respect to terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

IN CONSIDERATION OF the mutual covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

The Board recognizes that the Association is supported by a majority of teachers in the bargaining unit consisting of all certificated personnel but excluding the Superintendent, Assistant Superintendent, Directors, Board Secretary/Business Administrator, Principals, Vice-Principals, Athletic Directors, and Supervisory personnel.

A. SUBSTITUTE TEACHERS

Substitute teachers who sign an Exclusive Substitute Teaching Agreement with the Board are considered to be members of the Teachers' Bargaining Unit; however, none of the terms and conditions found in this Agreement shall apply to substitute teachers except as provided in this sub-section:

1. Terms and conditions of employment for substitute teachers shall be as set forth in Board Policy GCE and the Exclusive Substitute Agreement reached between the substitute teacher and the Board.

SUBSTITUTE TEACHERS (Continued)

2. In addition to Board Policy GCE and the Exclusive Substitute Agreement, the following terms and conditions shall apply to employment of substitute teachers who sign the Exclusive Substitute Agreement:
 - a. Upon serving 20 continuous school days for the same absent teacher:
 - (1) A substitute who holds standard or substandard New Jersey certification shall receive a per diem salary equal to 1/200th of the base salary to which the substitute teacher would be otherwise entitled if employed as a regular teacher, based upon educational background and teaching experience.
 - (2) A substitute teacher who does not hold and is not entitled to a certificate other than the County Substitute Teacher's Certificate shall receive a per-diem salary equal to 1/200th of the first step on the current Non-degree Teacher's Salary Guide shown as "Class A" on Schedule B of this Agreement.
 - b. The additional entitlement in all instances shall be retroactive to the first day in the extended assignment for the same absent teacher.
 - c. Absence of the substitute teacher due to personal illness or personal emergency shall not be considered a break in "continuous service," provided that said substitute shall work at least 20 of any 23 day work period.
 - d. When the Board knows or should have known that a regular teacher will be absent for 100 school days or more, the substitute teacher assigned to those classes shall be entitled also to the benefits described in the Agreement for the period of that assignment. The additional entitlement shall end upon the return of the regular teacher, even if the return is earlier than expected. If the return occurs in fewer than 100 days, the substitute teacher shall return to a per-diem rate provided by Board Policy GCE.

B. DEFINITION OF A TEACHER

Whenever the term "teacher" is used in this Agreement it shall mean a member of the defined bargaining unit.

ARTICLE II: NEGOTIATIONS

A. BARGAINING PLEDGE

In an effort to secure mutually acceptable agreements the Board and the Association pledge to bargain in good faith on terms and conditions of employment.

NEGOTIATIONS (Continued)

B. EXCHANGING PROPOSALS

Proposals for a successor agreement will be exchanged between the Board and the Association on or before October 20th. Negotiations will commence on or before October 30th. The parties may make counter-proposals during the course of negotiations. The proposal exchange date and the negotiations starting date may be changed upon mutual agreement of the parties. Clarification and explanation of proposals will occur at the bargaining sessions.

C. ASSOCIATION DATA COLLECTION

Upon reasonable request by the Association, the Board agrees to make known to the Association where and when the Association may inspect and photocopy such documents as the Board is required by law to make available to the public. It is understood by the parties that the budget annually adopted by the Board of Education, the Board Minutes, and any document required to be filed in report form with the Department of Education or any agency of the State of New Jersey shall fall within the definition of public records for the purpose of this Agreement.

D. AUTHORITY OF THE TEAMS

The parties in the course of negotiations shall select their own representatives. The parties mutually pledge that their representatives shall be clothed with the appropriate power and authority to make proposals, consider proposals, reach tentative agreement, and do all that is necessary and proper for bona fide negotiations provided; however, that it is understood that no action binding the Board can be taken other than at a public meeting pursuant to a formal vote and that no action binding the Association can be taken other than by ratification of the membership.

E. MODIFICATION OF EXISTING WORK RULES

In accordance with the requirements of N.J.S.A. 34:13A-1, et seq. as amended and revised, any changes or modifications in existing rules governing working conditions shall be negotiated with the Association before they are established.

F. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. AGREEMENT MODIFICATION

The Agreement shall not be modified in whole or in part by the parties except by written instrument duly executed by both parties.

NEGOTIATIONS (Continued)

H. RIGHTS OF THE PARTIES

It is understood by both parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board and the Association are forbidden to waive any rights or powers granted to them by law.

ARTICLE III: LIAISON COMMITTEES

A. BUILDING LEVEL ADVISORY COMMITTEE

1. During the school year there shall be a Building Level Advisory Committee in each school building. The committee may meet periodically with the Principal upon 15 calendar days' notice, or earlier by mutual agreement, in order to discuss matters relative to current practices and problems of that school and, if sufficiently important, to refer a matter to the Superintendent's Liaison Committee or Board/Association Liaison Committee for further consideration.
2. Each Building Level Advisory Committee shall consist of six members: three to be selected by the Association, two resource persons to be selected by the Principal, and the Principal. Each group shall be permitted to bring in additional District personnel as needed to address specific items which appear on the agenda.

B. SUPERINTENDENT'S LIAISON COMMITTEE

The Association shall select a committee of four members which shall meet periodically by mutual agreement during the school year with the Superintendent and others designated by the Superintendent to discuss and review matters of interest and concern to the Association and the Superintendent.

C. BOARD/ASSOCIATION LIAISON COMMITTEE

1. The Association shall select a committee of six members to meet periodically during the school year with a Committee of the Board and the Superintendent to discuss matters of interest and concern to the parties. At their discretion, each party may bring additional persons to liaison meetings; however, no more than ten persons shall be present for either party at any one time.
2. Meetings may be requested by the Association or the Board. The meeting dates, times, and sites shall be by mutual agreement.
3. An agenda shall be established prior to the meeting and communicated to participants at least 24 hours in advance. The agenda shall be decided by consultation between the Superintendent and an Association designee. Other items may be discussed by mutual agreement of those in attendance at a particular meeting.

BOARD/ASSOCIATION LIAISON COMMITTEE (Continued)

4. Matters which could be discussed and treated at the Building or Superintendent's level may not come to the Board/Association Liaison until the respective Building or Superintendent Level Committees have discussed them.

ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

A. ASSOCIATION BUSINESS

During a teacher's lunch period, that teacher may engage in Association business or meetings. A teacher shall not engage in Association business during teaching hours as defined under Article XVII, nor shall Association meetings be conducted on school premises without authorization by the appropriate administrator. Association business shall not be defined as "incidental social contact."

B. SCHOOL BULLETIN BOARDS

Posters or announcements pertinent to Association affairs may be posted on school bulletin boards with prior approval of the building administrator.

C. ASSOCIATION BULLETIN BOARDS

In each school building the Association shall have the use of a bulletin board in the faculty workroom and the faculty dining room. Such boards shall not be used by individuals. An individual must secure Association approval for all postings.

D. COMMUNICATIONS WITH MEMBERSHIP

The Association may use teacher mailboxes and interschool mail to communicate with its membership except that State statutes and Board policies prohibiting distribution of campaign materials related to National, State, Municipal, County, and School Board elections must be strictly followed.

E. REIMBURSEMENT FOR SUPPLIES

The Association agrees to reimburse the Board for the actual cost of school district supplies used for Association business.

F. LEAVE FOR ASSOCIATION PRESIDENT

Upon prior written request, following the procedures outlined in Article IX of this Agreement, the Board shall grant temporary leave to the Association President and a sole designee to attend adjudicative proceedings involving the Board and the Association. Such leave shall be with pay.

G. EXCLUSIVE REPRESENTATION

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers as defined in the unit and to no other organization.

ASSOCIATION RIGHTS AND PRIVILEGES (Continued)

H. AGENCY SHOP PROVISIONS

1. Representation Fee

Effective for the 1981-1982 school year, if a teacher does not become a member of the Association during any membership year, that teacher will be required to pay a representation fee to the Association for that membership year.

2. Indemnification of the Board

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability including, but not limited to, counsel fees, legal costs and expenses, damages awarded, and judgments rendered that may arise out of, or by reason of, action taken by the Board in conformance with this provision.

ARTICLE V: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall mean a complaint by the Association that there has occurred to any teacher, or group or class of teachers in the unit, a violation of the Agreement; or that such teacher, group, or class of teachers has been treated unfairly or inequitably by reason of any act or condition which is contrary to written Board Policy, or written administrative decision which may be amended from time to time, except that the term grievance shall not apply to any matter in which: (a) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education and State Board of Education having the force and effect of law, (b) the Board is without authority to act, (c) a complaint of a non-tenure teacher which arises by reason of not being re-employed, or (d) a complaint by any certificated personnel occasioned by lack of appointment to, or lack of retention in, any position for which tenure is either not possible or not required.
2. A grievance that affects a group or class of teachers in all high school buildings shall be filed simultaneously at Level II with the Building Principals.
3. Nothing herein contained shall be construed to limit the right of any teacher to discuss a matter informally with an immediate superior and have the grievance adjusted without intervention of the Association, provided that adjustment is not inconsistent with the terms of this Agreement and that the Association, at the request of the aggrieved party, is given the opportunity to be present at the discussions and to state the Association's views.

GRIEVANCE PROCEDURE (Continued)

B. PROCEDURE

1. To be considered under this procedure, a grievance must be initiated by the Association within 20 school days of its alleged occurrence or from the time when the teacher or teachers involved could reasonably have known of its occurrence. Grievances shall be processed with all due speed.
2. In the event a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by June 30th of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved, the time limits set forth herein may, by mutual agreement between the Board and Association, be reduced so that the grievance procedure may be exhausted prior to the end of the school year as defined above or as soon thereafter as is practicable.

C. LEVEL ONE: INITIAL GRIEVANCE

Except as provided in Section A-2 above, a teacher with a grievance shall first discuss it with an immediate superior in an attempt to resolve the matter informally at that level. If this informal discussion does not resolve the matter within two school days, the Association may present a complaint, in writing, within five school days to the immediate superior, and this complaint shall make known full details of the grievance. The complaint shall specify:

1. the nature and date of the alleged occurrence in reasonable detail
2. the nature and extent of any injury, loss, or inconvenience
3. the results of the previous informal discussions
4. the dissatisfaction with decisions previously rendered
5. expected relief or corrective action or alternatives
6. a citation of the specific sections and provisions of this Agreement, Board Policy, or administrative decision alleged to have been violated, misapplied, or misinterpreted wherever possible and applicable. After initial filing, additional discovery may be presented by the Board and/or Association at any level.

The immediate superior shall communicate a decision to the Association in writing within five school days of receipt of the written grievance.

D. LEVEL TWO: APPEAL TO THE PRINCIPAL

In the event the grievance is not satisfactorily resolved in the preceding step, the Association may appeal the decision to the Building Principal within five school days. The grievance appeal shall state the reason(s) the Supervisor's response is not satisfactory. Informal discussion may be convened at the Principal's level at the discretion of the Principal. The Building Principal shall render a written decision within five school days after receiving the complaint.

GRIEVANCE PROCEDURE (Continued)

E. LEVEL THREE: APPEAL TO THE SUPERINTENDENT

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five school days after presentation of the grievance at Level Two, the Association may file the grievance with the Superintendent of Schools, in writing, within seven school days of the date of the receipt of the Principal's written decision or within 12 school days of presentation of the grievance at Level Two. The grievance appeal shall state the reason(s) for dissatisfaction with the Principal's response.

The Superintendent shall meet with the Association and the teacher or teachers involved within eight school days of such a request. The Superintendent and the Association may involve those parties in any meeting deemed needed for the settlement of the grievance. The Superintendent shall submit a written decision to the Association within six school days of the meeting or 14 school days of the request.

F. LEVEL FOUR: APPEAL TO THE BOARD

If the Association is not satisfied with the decision of the Superintendent, a written appeal may be submitted directly to the Board of Education within seven school days after receiving the Superintendent's written response. The Association shall submit to the Board Secretary, a request in writing, that the Board hear the matter. The request shall state the reasons the Superintendent's response was not satisfactory. The Board President shall determine the site of the meeting and whether to schedule the appeal for an executive session at the next regular meeting or at an executive session of a special meeting, either of such meetings to be no later than three weeks after the date of the receipt of the written request. Prior notice of such meeting shall be given to the Association so that it may participate. The Board shall render a written decision within one month from the date of the receipt of the written request.

G. APPEAL BEYOND THE BOARD OF EDUCATION

1. It is understood by the parties to this Agreement that some matters have been declared nonarbitrable by the New Jersey Supreme Court and that such matters may be grieved under this grievance procedure only to the level of the Board of Education. If the Association wishes third party resolution in such matters they may seek redress in the Courts or before the Commissioner of Education. Grievances concerning matters related to terms and conditions of employment which are embodied in New Jersey Statutes and are mandatory now and may become mandatory and/or permissive in the future shall be submitted to binding arbitration.
2. If the Association is dissatisfied with the decision of the Board of Education, it may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the written decision of the Board of Education is delivered to the Association. Such request can be honored only if the Association waives the right, if any, in writing, to submit the grievance to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's decision.

GRIEVANCE PROCEDURE (Continued)

3. The matter thereafter shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. The arbitrator shall be limited to consideration of the issues submitted and shall consider nothing else. The arbitrator cannot add anything to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decisions of the arbitrator shall be binding upon both parties. If the arbitrator finds for the Association, the Board will meet within ten days to act upon the arbitrator's findings.
5. Costs
 - a. Each party shall bear the total cost which it incurs.
 - b. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.
 - c. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board will pay the cost of the substitute for not more than one teacher per day. Such a teacher shall suffer no loss of salary.

H. GENERAL PROVISIONS

1. All time limits must be adhered to unless a change is mutually agreeable to all parties. If such time limits are not adhered to by the Board or Administration, the Association may initiate action to the next step in the procedure. If the Association fails to adhere to such time limits, the grievance shall be considered withdrawn.
2. Grievances must be in writing and must identify the teacher(s) involved.
3. Unless physically impossible the teacher(s) involved must be present at all stages of the grievance procedure which require attendance. It is understood that all meetings shall be mutually agreed upon unless such meetings are held during the normal work day.
4. In matters where discrimination due to race, color, creed, sex, national origin, ancestry, age or physical handicap is involved, they shall be treated by this grievance procedure up to the Board level. The District affirmative action officer shall sit in on all informal sessions and shall attempt to conciliate the matter. If said grievance is not resolved at the Board Level, the Association reserves the right to petition the Commissioner of Education, the State and/or Federal Courts, and/or the appropriate State or Federal Agency.
5. To assist the person who will hear the grievance at the next level, all appeals should state the grievant's reason(s) for dissatisfaction with the response offered at the level being appealed.

ARTICLE VI: DURATION

A. AGREEMENT DURATION

This Agreement shall be effective from July 1, 1981, to June 30, 1983.

B. BARGAINING LIMITATION

For the life of this Agreement both the Association and the Board waive the right and agree that neither shall be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE VII: INSURANCE COVERAGE

A. HEALTH BENEFITS PROGRAM

The Board shall provide health care insurance protection for each teacher in the bargaining unit. Such insurance shall be the Public and School Employee Health Benefit Program.

B. FAMILY COVERAGE CONDITION

The Board will pay the full cost of family protection where appropriate, providing that at least 51 percent of the members of said unit participate in the health care insurance program provided by the Board.

C. NON-PARTICIPATING TEACHERS

In the event that a teacher chooses not to participate in or be enrolled in the health care insurance plan provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation.

D. DESCRIPTION OF COVERAGE

The Board agrees to request that the insurance carrier provide each teacher with a description of the health care insurance coverage provided under this Article.

E. DENTAL INSURANCE

Commencing with the 1981-1982 school year, the Board shall provide a family dental insurance program carried by the New Jersey Dental Service Plan which will cover 100 percent of diagnostic and preventive dental services, a 60/40 co-pay structure for remaining basic services (Plan pays 60 percent of usual and customary fees), and 50 percent of prosthodontic services, up to a maximum of \$1000 for these services per year for each eligible patient when such services are performed by member dentists whose fees are based upon the "usual, customary, and reasonable fee" concept.

DENTAL INSURANCE (Continued)

All present and future teachers will become eligible for this benefit on the first day of the month following two full months of continuous full time employment with a minimum of 20 hours per week. Eligibility, enrollment, and governing administrative policies shall be as negotiated with the carrier and as regulated by the State Health Benefits Commission pursuant to Chapter 12, P. L. 1975 and subsequently enacted controlling legislation.

Effective July 1, 1982, the Board shall provide the same family dental insurance program except that coverage shall be extended to include 100 percent of basic benefits and a 50/50 co-pay for prosthodontic benefits up to a maximum of \$1,000 per eligible patient in any calendar year. An orthodontic coverage provision also will be added on a 50/50 co-pay basis up to an \$800 maximum per case which is separate from the \$1,000 maximum for basic and prosthodontic benefits.

F. PRESCRIPTION INSURANCE

Effective July 1, 1982, the Board shall provide a \$1.00 co-pay family prescription insurance plan as offered by Blue Cross of New Jersey. Conditions and provisions set forth by Blue Cross of New Jersey shall apply to the extent consistent with Chapter 12, P.L. 1975 and subsequent controlling legislation.

ARTICLE VIII: SICK LEAVE

A. ENTITLEMENT AND NOTIFICATION

Commencing on September first of each school year, ten-month teachers employed in the District shall be entitled to 10 sick leave days for each school year as of the first official day of school. Commencing on July first of each school year, twelve-month teachers shall be entitled to 12 sick leave days for each school year. Unused sick leave shall accumulate from year to year with no maximum limit.

If a teacher is absent four consecutive school days, a doctor's certificate concerning the illness shall be presented to the Superintendent. The teacher shall notify the Principal, or the Principal's representative of anticipated absence due to illness as early as possible, but not later than 7:00 a.m. the morning of the absence. When possible, notification should be made prior to 10:30 p.m. the evening preceding the absence. Such notification also is required the day prior to taking any approved leave pursuant to Article IX. Daily call-in shall not be required in a case of extended illness.

A ten-month teacher who fails to comply with notification procedures for anticipated absence shall suffer a loss of wages equal to 1/200th of the teacher's annual salary for each day notification is not provided. A full-year staff member shall suffer a loss equal to 1/220th of the teacher's annual salary for each day notification is not provided.

SICK LEAVE (Continued)

B. PREVIOUSLY EMPLOYED TEACHERS

Upon re-employment, a teacher previously employed by the Board shall be credited with all unused sick leave accumulated during the teacher's prior period of employment except as provided in section C of this Article.

C. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT

Upon simultaneous retirement from the teaching profession and retirement from the service of the Board, as confirmed by the New Jersey Teachers' Pension and Annuity Fund, a teacher shall receive a lump sum payment equal to .002 multiplied times the teacher's annual salary (excluding co-curricular and other bonuses) in effect on the date of retirement, for each day of unused accumulated sick leave up to a maximum of 120 days, provided:

1. the teacher has been employed continuously by the Board including periods of approved leave of absence for a period of 15 complete years or more, and
2. the teacher has notified the Board of an intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In emergent circumstances a later notice will be accepted by the Board; however, payment shall be deferred one year to allow for budgeting by the Board.

Exceptions to the period of employment and notification timelines described above will be granted only in cases of unforeseen disability retirement from the teaching profession as confirmed by the Teachers' Pension and Annuity Fund.

Teachers who accept payment described in this section shall be eligible for reinstatement of unused accumulated sick leave as provided in section B of this Article less the 120 days for which they have received compensation in accordance with this section should they leave retirement to be re-employed by the District.

ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

A. TYPES

All requests for leaves of absence must be submitted through the Office of Principal to the Superintendent for approval. Applications for leave shall be made on the form attached hereto as Schedule A entitled "Application for Personal or Temporary Leave," which shall be submitted at least five school days in advance of the leave date(s). As of the beginning of each school year, teachers shall be entitled to the following leaves of absence with full pay each school year:

1. Personal Leave

Employees shall be entitled up to two days for personal leave. Application for personal leave shall be made five school days before taking such leave,

PERSONAL LEAVE (Continued)

except in emergencies. The applicant shall certify, as required by the form, that the reason for leave is an urgent personal matter which cannot reasonably be met during non-school hours. In instances where less than five days notice is provided, the teacher must provide a written reason for the leave on the form. In all instances where an additional explanation is required, pursuant to this Article, a determination to grant the request shall be at the discretion of the Administration and subject finally to the grievance procedure found in Article V of this Agreement.

Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing day (not including Saturday or Sunday) or an extended recess period. In emergency circumstances the Superintendent may exercise discretion to waive this restriction provided a written explanation of the need for leave accompanies the request and provided the Superintendent finds the reason to fall within the intended use for personal leave.

Unused personal leave shall be accumulated as sick leave each year except in the case of nontenure teachers. The benefit of this accumulation shall not be effective until the teacher attains tenure.

Requests to use personal leave for religious holidays will be granted in excess of five per day if a minimum of 30 days notice is given and if "religious holiday" is the stated reason. Personal leave may be granted for religious observances when the commitment can be met only during school hours.

2. Professional Leave

Teachers shall be allowed up to two days for the purpose of visiting other schools or for attending meetings, clinics, or conferences of an educational nature, if requested to do so or if they have received the approval of the Principal or Superintendent of both schools involved.

3. Bereavement Leave

Teachers may be granted up to three days at any one time in the event of the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or surrogate parent which could include a grandparent who actually raised the teacher. Teachers also shall be granted up to one day in the event of the death of a grandparent, a grandchild, or a teacher's relative outside the immediate family as defined above. Where additional absence due to family death is required because of the emotional disability of the teacher, such absence may be charged to accumulated and authorized sick leave, upon request of the teacher. Where additional absence due to family death is required because of geographic distance to the funeral site, such absence may be requested and granted as personal leave, in accordance with Section A-1 of this Article.

TEMPORARY LEAVES OF ABSENCE (Continued)

4. Other Temporary Leaves

Other leaves of absence with pay may be granted by the Board at its discretion.

5. Effect of Temporary Leave Upon Sick Leave

Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled, except for emotional disability leave as described in section A-3 of this Article.

B. DEATH OF A TEACHER OR PUPIL

In the event of the death of a teacher or pupil in this District, using discretion the Superintendent shall determine the extent of representation on behalf of the District to attend services. Teachers who wish to attend services may utilize personal leave in accordance with the rules governing use of personal leave described in section A-3 of this Article.

ARTICLE X: EXTENDED LEAVES OF ABSENCE

A. ASSOCIATION BUSINESS

The Board agrees that up to one tenure teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to two years for the purpose of engaging in the activities of the Association or its affiliates provided a minimum of 60 days' notice is given to the Board. Additional time may be granted by the Board at its discretion provided 90 days' notice has been given.

B. PUBLIC SERVICE, EDUCATION, AND OVERSEAS LEAVE

A leave of absence without pay of up to one year shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in any such programs or accepts a Fullbright Scholarship.

C. MILITARY LEAVE

Military leave without pay for the period of induction or initial enlistment, shall be granted to any teacher who is inducted or who enlists in any branch of the Armed Forces of the United States. Extensions of military leave may be granted by the Board at its discretion.

Time necessary for persons called into temporary active duty in any unit of the U.S. Reserves or State National Guard shall be granted provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this Agreement, the determination of what constitutes "temporary active duty" shall be made by

EXTENDED LEAVES OF ABSENCE (Continued)

the Board at its discretion. In no event shall the term apply to service rendered by an individual beyond the initial military obligation as required by Federal Statute. A teacher absent because of temporary active military duty shall be paid a salary differential in accordance with the requirements of N.J.S.A. 38:23-1 or N.J.S.A. 38A 4-4.

D. MATERNITY DISABILITY AND CHILD-REARING LEAVE

Child-rearing leave without pay and disability leave with or without pay shall be granted in accordance with the conditions outlined hereinafter:

1. Any teacher seeking a leave of absence for reasons associated with disability due to pregnancy or for child-rearing during the first two years of the child's life shall file a written request for such leave with the Superintendent at least 90 days in advance of the first day of the anticipated disability or child-rearing leave. The written request shall include:
 - a. a physician's certification of pregnancy and the estimated delivery date
 - b. the date on which the teacher intends to return
 - c. a request for medical disability leave which specifies the anticipated beginning date and ending date. It is understood that medical disability is not always predictable and that a change in the beginning or ending date for disability leave may be necessary. The Board will honor changes when supported by the attending physician's written recommendation
 - d. a notice of intent to use accumulated sick leave. It is understood that a teacher cannot know how many sick leave days will remain available to her 90 days in advance; therefore, final written notice of how many days will be taken for medical disability due to pregnancy need not be submitted until the week of the teacher's departure for her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the teacher may indicate that she wishes to use all which is remaining to her upon her departure. Requests for use of accumulated sick leave which extend beyond 30 calendar days before and/or after the anticipated delivery date must be accompanied by a physician's certification of the nature of the disability and his/her recommendation with respect to employment
 - e. a request for child-rearing leave without pay, if desired, which includes the ending date. It will be assumed that such leave will begin at the end of the approved medical disability period. In situations where a teacher has no available accumulated sick leave or does not wish to use sick leave for the period of disability, the request should so state and should include a beginning date for unpaid leave.
2. The Board shall honor leave dates so requested if they will not substantially interfere with the effective administration of the educational program

MATERNITY-DISABILITY AND CHILD-REARING LEAVE (Continued)

to which the teacher was assigned subject to the following conditions:

- a. as a condition of the teacher's return to service, the Board may require production of a certificate from a physician certifying that the teacher is medically able to resume her duties
 - b. in no event shall non-tenure teachers have such leaves extended beyond the end of the contract year in which leave is requested to commence
 - c. in no event shall such leaves for tenure teachers extend beyond a period of four semesters from the date on which said leave is to commence
 - d. the Board may grant a leave for dates other than those requested upon finding that the grant of a leave for the dates requested would substantially interfere with the administration of the school. In general, maternity disability/child-rearing leaves shall commence and end at the beginning of a semester
 - e. the Board will honor sick leave requests which meet the requirements and criteria established in section 1 herein so long as the delivery occurs within the time specified in the teacher's request for use of sick leave. If delivery occurs prior to the initially requested disability period, the Board shall permit use of accumulated sick leave for the required absence prior to delivery and for all school days during a 30 calendar day period following delivery
 - f. the Board understands that an anticipated delivery date represents a physician's best estimate and that circumstances can cause the estimate to be incorrect. The Board will not act to deny leave under this Article when date estimates are incorrect because of circumstances beyond the pregnant teacher's control
 - g. when the teacher's absence due to disability does not extend 30 days before and after delivery and the teacher has furnished a prior notice from a physician certifying the pregnancy and the anticipated delivery date, the Board shall not require the physician's notice described under section A of Article VIII (SICK LEAVE) of this Agreement.
3. The Board reserves the right to remove any pregnant teacher from her position or to insist that the teacher accept a leave of absence therefrom, in accordance with the provisions of section D of this Article, if after her pregnancy is confirmed, her teaching performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue teaching. Such physical capacity shall be deemed so impaired if any of the following occur:
- a. the pregnant teacher, after written request from the Superintendent,

MATERNITY-DISABILITY AND CHILD-REARING LEAVE (Continued)

- fails to produce a certification from her physician that she is medically able to continue to perform her duties
- b. the pregnant teacher's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties
 - c. if, after a difference of medical opinion by the teacher's physician and the Board's physician, a third physician designated by mutual agreement of the teacher and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, certifies that, in his/her opinion, the teacher is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee involved shall be shared equally by the Board and the teacher involved.
4. In the case of termination of pregnancy for any reason other than normal birth, the employee shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the teacher's physician of her physical fitness to teach, and if the Board has not contractually obligated itself to a replacement teacher, or if another position exists for which the teacher is certificated and qualified to take. If the returning teacher's position is occupied by a nontenure replacement, the replacement teacher may be given a 60-day termination notice to make room for the returning teacher if the returning teacher so requests. During the 60-day period the Board agrees to utilize the services of the returning teacher as a substitute teacher at the substitute teaching pay rates. If the substitute or replacement teacher leaves earlier than 60 days, the returning teacher will be assigned the position immediately upon departure of the substitute teacher. The processes for restoration of medical benefits shall be initiated by the Board upon notification from the returning teacher that she wishes to return to her position because of an unanticipated termination of pregnancy.
5. After the grant of leave to any teacher pursuant to the provisions of section D of this Article, the Board will give reasonable consideration to requests from the teacher for either the extension or reduction of the period of leave so granted, provided the teacher requesting same makes written application to the Superintendent at least 60 days before the date such extension or reduction will become effective, and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the teacher is or will be able to resume her duties on the date such resumption is requested and provided the date of return falls at the beginning of a semester and provided a vacancy exists for which the teacher is certificated and qualified to fill.

E. FAMILY ILLNESS LEAVE

A leave of absence without pay for up to one year shall be granted for the purpose of caring for a sick member of a teacher's immediate family. Additional leave may be granted at the discretion of the Board.

EXTENDED LEAVES OF ABSENCE (Continued)

F. PUBLIC OFFICE LEAVE

The Board shall grant a leave of absence without pay to any teacher to serve in an elected or appointed office for the term to which the teacher was elected or appointed, re-elected, or reappointed.

G. SABBATICAL LEAVE

1. A sabbatical leave shall be granted by the Board to a teacher for study, including study in another area of specialization, for travel, or for other reasons of value to the School System.
2. Sabbatical leave shall be granted subject to the following conditions:

a. Percentage of Teachers

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of one per 100 or majority fraction thereof at any one time.

b. Requests

Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be mutually agreed upon by the Association and the Superintendent, no later than March 1, and action must be taken on all such requests no later than May 1, of the school year preceding the school year for which the sabbatical leave is requested.

c. Minimum Time To Qualify

The teacher has completed at least seven full school years of service in the Black Horse Pike Regional School District.

d. Pay

Sabbatical leave shall be without pay.

e. Return

Upon return from sabbatical leave, a teacher shall be given credit for any horizontal movement on the salary guide.

H. TEACHER ILLNESS OR DISABILITY LEAVE

A leave of absence without pay for up to two years may be granted to a teacher who has become disabled or ill as confirmed by medical certification. Provisions found in section D of this Article shall apply in such matters.

EXTENDED LEAVES OF ABSENCE (Continued)

I. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board at its discretion.

J. INCREMENT CREDIT UPON RETURN FROM LEAVE

1. Upon return from leave granted pursuant to sections A, B, C, or G. of this Article, teachers shall be considered as if they were actively employed by the Board during leave and shall be placed on the salary schedule at the level they would have achieved if they had not been absent; provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive credit for time spent on leave granted pursuant to sections D, E, F, H, or I of this Article, nor shall time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which teachers were entitled at the time a leave of absence commenced, including unused accumulated sick leave, shall be restored upon return, and they shall be assigned to the same positions, if vacant, which they held at the time said leave commenced.

K. EXTENSION OF LEAVE

All extensions or renewals of leaves shall be applied for and granted in writing. Applications for extensions or renewals of leaves shall be received by the Superintendent at least 60 days before the anticipated beginning date of such extensions or renewals.

ARTICLE XI: TUITION REIMBURSEMENT

The Board shall reimburse staff members for graduate credits and approved undergraduate credits earned during the course of a given school year under the following conditions:

A. AVAILABLE FUNDS

Eligible staff members shall be reimbursed only for actual costs of tuition, not to exceed \$200.00 per staff member per school year. Under no circumstances shall the Board incur for tuition reimbursement in any one year, more than a total cost equal to the first step on the Bachelor's Salary Guide shown on Schedule B of this Agreement. In the event this amount is not sufficient to cover all teacher requests, it shall be prorated among eligible staff members on the basis of tuition costs spent (up to \$200 per applicant) related to the total fund. Any funds remaining from the total, after the initial reimbursement, shall be used to reimburse staff members for any additional actual tuition costs. Reimbursements shall be prorated among eligible staff members on the basis of the balance of tuition costs related to the balance of the total fund. Reimbursement during a given school year to an individual teacher shall have no bearing on future reimbursement to that teacher.

TUITION REIMBURSEMENT (Continued)

B. APPLICATIONS

Applications shall be filed beginning July 1, of the school year involved but none shall be considered which are filed after January 20, of a given school year.

1. The request shall indicate the type of graduate course the teacher intends to take, the anticipated tuition cost, and the name of the college or university whose graduate credits are acceptable to the New Jersey State Board of Examiners for certification purposes.
2. The Superintendent shall, within 20 school days after the deadline for submission of requests, publish a list of those requesting reimbursement. This list shall indicate those persons eligible for reimbursement under the standards established in this Article.

C. QUALIFYING COURSES

1. Graduate Courses

Staff members taking courses "in their discipline," defined to mean in the teacher's subject area, education courses, or a course which is required in a program considered to be in the teacher's subject area, shall be eligible for tuition reimbursement in accordance with the standards contained in this Article without prior approval of the Superintendent. A course taken outside of a teacher's subject area or which is not an education course or which is a course not required in a program which is considered in the teacher's subject area, shall be defined as a "course taken outside of discipline" and shall not be subject to tuition reimbursement unless the Superintendent shall have indicated prior approval of said course for tuition reimbursement purposes. The Superintendent shall respond to a request for approval within ten school days of its receipt.

2. Undergraduate Courses

A teacher who wishes consideration for reimbursement for an undergraduate course also must seek prior approval of the Superintendent in the manner described in Section C-1 of this Article.

D. GRADE REQUIREMENT

In no event shall a teacher receive reimbursement unless the teacher receives a grade of "B" or higher, or its equivalent, or "passing" in a pass/fail course. The grade must be verified by an official transcript or by a letter of explanation from the college or university involved which explains when the transcript will be available. This must be received by the Superintendent within 90 days of course completion. If a teacher takes courses over more than one semester, the official transcript need not be sent until after completion of the last course for that fiscal year. Copies of the unofficial transcript will be accepted after completion of courses during earlier semesters in order to permit the initial payment.

TUITION REIMBURSEMENT (Continued)

E. OTHER REQUIREMENTS

Subject to the conditions described in this Article and subject to receipt of official college transcripts, verification of courses as graduate credits, verification of actual tuition costs, verification of available funds and substantiation that the college or university involved offers graduate credits acceptable to the New Jersey State Board of Examiners for certification purposes, and upon receipt of a signed voucher required by statute, tuition shall be reimbursable to teachers within 15 days after the Board meeting which follows the fulfillment of all of these conditions.

F. REIMBURSEMENT FOR WORKSHOPS AND SEMINARS

The Board agrees to budget an amount each year equal to .5 times the first step on the current Bachelor's Salary Guide shown as Schedule B attached hereto, to be divided among the various instructional departments on the basis of the number of teachers included. By filing their requests through the Department Supervisor to the Principal, teachers may seek approval for use of these funds for reimbursement of registration and travel costs to attend workshops, clinics, seminars, conferences, and other meeting events which are related to their specific assignment within the District. The standard form to request professional leave may be used. Approval to expend up to the amount requested will be included in the response to the leave request. Requests will be considered on a first-come, first-served basis. Requests may be filed well in advance of the requested date as a way to reserve funds. Reimbursement will be after the fact upon submission of the required receipts and signed voucher. If requests are filed in sufficient time, the Business Office will forward checks for registration fees in advance to the sponsoring institution or group.

ARTICLE XII: COMPENSATION DISBURSEMENT

A. SALARY GUIDE

Salaries of teachers covered by this Agreement shall correspond with those set forth in Schedule B attached hereto.

B. COCURRICULAR BONUSES

Bonuses for cocurricular activities shall be paid as set forth in Schedule D attached hereto.

C. DEFINITIONS

Definition of classes on the salary guides, definition of terms regarding salaries, military service credit, and experience credit shall be as set forth in Schedule C attached hereto.

COMPENSATION DISBURSEMENT (Continued)

D. GUIDANCE COUNSELORS

Compensation for guidance counselors working in excess of the teacher work year shall be paid at a per diem rate of their annual salary for all days worked. The per diem rate shall be 1/200th of the individual's annual salary.

E. INITIAL SALARY

Whenever a teacher shall accept office, position, or employment as a teacher, the initial placement on the salary guide shall be at a point agreed upon by the teacher and the Board.

F. SERVICE INCREMENT

To encourage continuity in service, to attain stability of staff, and to give recognition to those whose interest in the community is attested by extended employment; an additional increment of \$150.00 shall be given upon the completion of three years of continuous service. Similar increments of \$150 shall be given after the sixth, ninth, twelfth, fifteenth, eighteenth, and twenty-first years of continuous service in the District.

G. SUMMER PAYMENT PLAN

Teachers may elect independently to have a portion of their salary withheld and deposited to their credit in the Camden County Federal Credit Union, and/or deposited for tax-deferred annuities, upon executing appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in N.J.S.A. 18A:29-3.

H. MILEAGE REIMBURSEMENT

Mileage reimbursement for travel approved in advance by the Office of the Superintendent shall be at 20 cents per mile. This amount may be adjusted upward by the Board at its discretion.

ARTICLE XIII: TEACHER EMPLOYMENT

A. TEACHER ASSIGNMENTS

All teachers will be given tentative written notice of their subject assignments for the following year no later than May 30th. Such assignments shall be subject to change if circumstances warrant.

TEACHER EMPLOYMENT (Continued)

B. ANTICIPATED POSITIONS

The Superintendent shall deliver to the Association by May 15th a tentative list of positions expected to be available for the following school year. This list may be changed after that date, if circumstances warrant. Thereafter, teachers who desire to apply for such openings may file written statement of such desires with the Superintendent on or before May 25th. In formulating assignments, the Board agrees that consideration shall be given to the expressed desires of the teachers; however, nothing contained herein shall prohibit the Administration from the exercise of its discretion in good faith in making teacher assignments.

C. TEACHER TRANSFER

Notice of involuntary reassignment shall be given to the teachers affected as soon as practical.

An involuntary transfer or reassignment shall be made only after a meeting between the teacher and the Principal at which time the teacher shall be notified of the reason therefor. In the event the teacher objects to the transfer or reassignment at the time of the meeting, and upon the request of the teacher, the Superintendent shall meet with the teacher. The teacher may, at the teacher's option, have an Association representative present at such meeting. The determination to transfer or reassign shall not be subject to the grievance procedure.

D. POSTING VACANCIES

A notice of employment vacancies shall be posted in each school as far in advance as practicable, ordinarily at least 30 days before the final date applications must be submitted and in no event less than five days before such date. By mutual agreement the five-day minimum shall be waived. Five copies of said notice shall be given to the Association at the time of posting.

ARTICLE XIV: PROMOTIONS

A. ADVANCE NOTICE

The Board agrees that there shall be as much advance notice as possible, which, except in emergencies, shall be at least 15 days notice to the Association and its members of the availability of promotional positions. For the purpose of this Agreement, promotional positions shall include positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility.

B. APPLICATIONS

Teachers who desire to apply for such promotional positions shall submit an application in writing to the Superintendent within the time limits specified in the notice. Applications shall be kept on file in the Superintendent's Office for continual consideration for future vacancies until such time as the Office is notified in writing by the applicant that the application is withdrawn.

PROMOTIONS (Continued)

C. SELECTION

Without limiting the Board's or Administration's discretion in the final determination, the Board agrees to consider teachers presently employed in filling the aforesaid promotional positions.

ARTICLE XV: SUMMER SCHOOL, HOME INSTRUCTION, SPEECH THERAPY, WORK STUDY SUPERVISION, DRIVER EDUCATION, AND EVENING SCHOOL

A. PUBLICIZING POSITIONS

All openings for positions in summer school, home instruction, work study supervision, speech therapy, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized adequately by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Article XIV of this Agreement.

B. SELECTION CRITERIA

In filling such positions preference shall be given first to teachers who have taught the subject area and/or grade level involved on a regular basis at any time during the preceding two years. When the subject experience factor seems to be identical, the assignment shall be made first on the basis of length of service to the District Summer School and second to the length of service in the District. The Board shall not be obligated to consider for appointment to Summer School assignment teachers who have been absent without reasonable cause from a prior Summer School assignment. In all instances teachers employed in the District shall have priority to such assignments over applicants from outside the District.

C. COMPENSATION

Compensation for all positions covered under this Article shall be at a percentage of the first step on the Bachelor's Salary Guide attached hereto as Schedule B as shown below:

1. Summer School . . . . .	.0008 per hour
2. Home Instruction . . . . .	.0008 per hour
3. Work Study Supervision . . . . .	.0008 per hour
4. Speech Therapy . . . . .	.0008 per hour
5. Driver Education . . . . .	.0008 per hour
6. Evening School . . . . .	.0008 per hour

The fees shown in this section may be adjusted upward by the Board at its discretion.

SUMMER SCHOOL ET AL. (Continued)

D. CHANGE IN COMPENSATION

If rates higher than those initially posted are necessary to fill an opening, a reposting for one calendar week at the higher rate will be made to provide opportunity for teachers employed in the District to submit applications.

ARTICLE XVI: SCHOOL CALENDAR

A. ASSOCIATION INPUT

Before adoption of the school calendar, the Board will consider the suggestions of the Association concerning vacations and holidays. The Board reserves the right to make final decision with respect to the school calendar. Association suggestions should be submitted to the Superintendent by February 1, of the prior school year.

B. WORK YEAR

The Board hereby agrees that the teacher work year shall be limited to:

1. all days when pupils are in attendance
2. two days for attendance at the New Jersey Education Association Convention
3. four additional days for orientation, closing, and in-service training
4. an in-service day for teachers new to the District may be scheduled on or after September 1, of each school year.

C. MAXIMUM NUMBER OF DAYS

For the term of the Agreement, the total number of days will not exceed 186 for teachers with prior experience in the District.

ARTICLE XVII - TEACHER HOURS AND TEACHER LOAD

A. TEACHER HOURS

1. The arrival and departure times for all teachers shall be designated; however, their total in-school work day shall consist of not more than seven hours and 30 minutes, except as otherwise herein provided. Said work day shall include a duty-free lunch period equal in length to one full class period. On Fridays or on days preceding holidays or vacations, the teacher's day shall end when the buses have departed.

TEACHER HOURS (Continued)

2. Building-based teachers may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending building faculty or other professional meetings an average of two days each month. Such meetings shall begin no later than 15 minutes after the student dismissal time and shall run for no more than 45 minutes. In cases of emergencies involving the health and safety of students or teachers, additional time may be needed.
3. Teachers are to sign in time on arrival to school and sign out time when they leave for the day. In the event of an early departure, permission must be secured in advance from the Principal. An "Early Departure" form must be completed prior to the teacher leaving the building.
4. Except in emergencies, meetings which take place after the regular in-school work day and which require attendance, shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
5. Room assignments should be given to the Department Supervisor for teacher input so that classroom changes can be minimized.
6. All teachers involved in cocurricular, paid activities, athletics, and/or nonathletics, shall be responsible for supervising these pupils after school hours until their departure from school via the activity or athletic bus.

B. TEACHER LOAD

1. The teaching load for teachers shall be 30 periods per week consisting of teaching and/or non-teaching assignments. This is not to be interpreted to mean that six teaching periods per day is considered normal. The Board affirms present policy in that generally teaching loads assigned to teachers shall not exceed 25 teaching periods per week except as set forth in paragraph #2 below.
2. While the Board reserves the right to make such adjustments in teaching assignments as may be educationally desired, it will, consistent with the foregoing, endeavor to limit to 25 percent of the staff the number of teachers assigned to teach six periods.
 - a. When possible and practical, no more than 25 percent of the teaching staff in any department are to be required to teach six periods.
 - b. When possible and practical, any six-period assignment shall be made first on a voluntary basis, and failing that, on a rotating basis for one year.
 - c. None of the existing teaching personnel shall have their employment terminated by reason of the six-period assignment.

TEACHER LOAD (Continued)

- d. It must be the firm policy of this Board, both for itself and all future Boards, not to expand the six teaching period assignment beyond one-third of the staff.
3. In the area of evening assignments, teachers may be required to attend no more than three evening assignments or meetings related to student activities each school year. Additional assignments or meetings shall be compensated at the rate of ten dollars per assignment or meeting. School related activities, such as PTA and Open House, shall not be considered as one of the three assignments and shall not be compensated.
4. Those teachers assuming or assigned a sixth period shall be responsible for a maximum of 30 assigned periods and may be assigned a homeroom, but will be required to assume no other instructional or supervisory duties. Teachers with a sixth period class shall assume a homeroom last, where possible.
5. The Board recognizes that wherever possible, multiple preparations should be limited. Whenever possible, efforts will be made to limit this number to two subject areas or two levels of the same subject. In some instances; however, more than two preparations will be required by problems in homogeneous scheduling, teacher certification, class size, total pupil assignment, and the number of different courses offered in particular disciplines.
6. The Board agrees that the maximum number of pupils to be assigned to any teacher, regardless of the number of instructional periods assigned, shall be 150 per week. Additional pupils up to 10 percent may be assigned to individual teachers where required by circumstances, it being understood that the 150 limit shall be as firm as possible. Teachers assigned mixed academic/non-academic loads in English and mathematics will receive total pupil instructional loads not in excess of 156 per day. In addition, the maximum work load per week in Physical Education and Music shall be 195.
7. Work schedules shall provide a daily preparation period for each teacher. Said preparation period shall be utilized only for professional preparation and growth. During this period, teachers will not be assigned any duties unless an emergency arises which affects safety, health, and welfare of pupils and/or staff. Existence of an emergency is to be determined by the Superintendent or Principal.
8. It is the intention of the Board not to require teachers to teach continuously for more than four periods (two periods where double periods are involved). It is recognized that this goal may not be achieved in all cases. Where it is not possible to so limit continuous teaching periods, a teacher may be requested to teach additional continuous teaching periods. Such requests will not be unreasonably refused.
9. Teachers shall have a daily duty-free lunch period and may leave the building during such period without requesting permission provided they sign out and sign in again through the General Office.

TEACHER LOAD (Continued)

10. It is the policy of the Board to avoid assigning a teacher to substitute teaching assignments during the teacher's preparation period. Where circumstances do not permit the obtaining a substitute teacher, full-time teachers may be assigned additional classes during their preparation. Such assignments shall be made to qualified volunteers selected by the Administration. Payment shall be made for such services as hereinafter provided. When required to teach during a preparation period, a teacher shall be paid an amount equal to:
 - a. in the case of assignments to a homeroom period, ten percent of the substituting teacher's own daily salary rate, and
 - b. in the case of assignments to a class or supervisory period, 15 percent of the substituting teacher's own daily rate.

The daily rate shall be equal to 1/200th of the annual salary of a ten month teacher and 1/220th of the annual salary of a full-year teacher.

The amounts so paid shall be deducted from the salary of the absent teacher where:

- a. the absent teacher leaves school for any reason after the start of the school day,
- b. the teacher absent for sick leave or temporary leave of absence fails to give the notice required by this Agreement, and
- c. the teacher is absent ten minutes before any assigned period.

The deduction shall be limited to the absent teacher's salary or appropriate portion thereof.

If an absence of a teacher is required by the school administration or a school program, the teacher absent from class shall not suffer any deduction. An absent teacher may, where sickness is the cause of absence, elect to charge the time against accumulated sick leave provided the required notice has been given under Article VIII. In the event of such an election, only full days or half days may be so charged. A teacher called upon to substitute during a preparation period may elect to waive payment under this Article. If such a waiver is made, no deduction shall be made from the absent teacher.

11. Educators agree that class size is an important factor in the quality of education. The Board and the Association share this concern and both desire to reduce class size to the optimal educational size.

ARTICLE XVIII: TEACHER RIGHTS

A. SCOPE

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as the teacher may have under New Jersey Laws or other applicable laws and regulations.

B. DUE PROCESS

Appropriate procedural due process of law shall be afforded teachers in disciplinary matters.

C. REPRESENTATION IN EMPLOYMENT MATTERS

Whenever a teacher is required to appear before the Board or any committee of the Board concerning a matter which could adversely affect continuation of that teacher in their office, position, or employment or the salary or any increments pertaining thereto, said teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and/or represent the teacher.

D. CRITICISM

Any question or criticism by a supervisor, administrator, or Board Member of a teacher or of his/her instructional methodology shall be made in confidence except in matters requiring public hearings or adjudication proceedings.

E. FACULTY MEETING AGENDA AND NOTICE

The notice of and the agenda for all general faculty meetings shall be given to the teachers at least two days prior to the meeting, except in the case of an emergency meeting. Teachers shall have the opportunity to suggest items for the agenda. Last minute agenda items may be added by the Principal.

F. COCURRICULAR ASSIGNMENTS

Teacher participation in cocurricular activities which extend beyond the regularly scheduled in-school day shall be voluntary. Where no volunteers are available, the Superintendent shall make assignments on a rotating basis.

G. REDUCTION IN FORCE

If a reduction in force is being considered, the Board shall notify the Association not less than 60 days before the layoff is to occur and, upon request, shall discuss same with the Association.

H. COST OF INSTRUCTIONAL MATERIALS

Teachers shall not be charged for materials, supplies, and duplicating services for preparation of instructional materials.

ARTICLE XIX: TEACHER EVALUATION

A. CERTIFICATION OF EVALUATORS

Teachers shall be evaluated only by persons properly certified by the State to supervise instruction.

B. OPENNESS AND LENGTH OF CLASSROOM OBSERVATIONS

All observations of the performance of teachers shall be conducted openly with full knowledge of the teacher involved. Observations made for the purpose of a written analysis of a teacher's work performance shall involve continuous observation in the classroom for a class period.

C. TEACHER REVIEW OF OBSERVATION REPORT

A Teacher shall be afforded the opportunity to review with the observer the contents of the observation report and he/she shall affix his/her signature to it. The report shall have imprinted upon it the following legend:

"The teacher's signature on this report shall indicate that it has been read by him/her, shall not signify agreement with the contents thereof, and the teacher shall have the right to append any comments to this report (original and two copies). The teacher shall receive a copy of this report."

D. DEROGATORY FILE MATERIAL

No derogatory material will be placed in the teacher's file unless the teacher has been given the opportunity to read the same and file an answer. The teacher shall sign the material to indicate that the teacher has seen it but such signature shall not signify agreement with the contents thereof.

E. FILE INSPECTION

Upon request, a teacher will be afforded the opportunity to inspect, with the exception of pre-employment information, his/her personnel file in the presence of the Superintendent or a designee. After the initial copy, the teacher may have a copy of file materials available for inspection at his/her own expense. There shall be only one official file.

F. OUTSIDE COMPLAINT

If a complaint regarding a teacher is made by any outside person and such complaint necessitates a formal hearing, then the teacher involved shall have the right to be represented at the hearing.

ARTICLE XX: PROTECTION OF TEACHERS

A. CIVIL ACTION

Whenever any civil action has been brought, or shall be brought, against any teacher, for any act or omission arising out of, and in the course of, the performance of the duties of such teacher, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom. This sub-paragraph shall apply to the use of an automobile in the performance of a teacher's duties; however, the use of such automobile shall have been authorized in writing in advance by the Superintendent.

B. CRIMINAL ACTION

Should any criminal action be instituted against any teacher for any act or omission arising out of the performance of the duties of such teacher and such proceeding is dismissed or results in a final disposition in favor of such teacher, the Board of Education shall reimburse that teacher for the cost of defending such proceedings, including reasonable counsel fees and the expense of the original hearing or trial and all appeals.

C. WORKER'S COMPENSATION

Whenever any teacher who is entitled to sick leave pursuant to this Agreement is absent from a post or duty as the result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay such teacher full salary or wages for the period of one calendar year without having such absence charged to the annual accumulated sick leave provided therein. Salary payments shall be made for absence during the waiting period and during the period the teacher received or was eligible to receive temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the teacher pursuant to this section shall be reduced by the amount of Worker's Compensation award made for temporary disability.

D. SUSPENSION OF A TEACHER

In the event that a teacher is suspended by the Superintendent and Board President from performing his/her duties for the Board, such suspension shall be with pay pending action by the Board.

BHPEA/BOARD AGREEMENT: 1981-1983

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective corporate officers and have affixed their seals hereto on this first day of September 1981.

ATTEST:

Raymond B. Heston,
Board Secretary/Business Administrator

BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT BOARD OF
EDUCATION

By _____
Donald N. Downer, President

ATTEST:

Stanley R. Horton, Vice-President,
Chairperson Negotiations Committee

BLACK HORSE PIKE
EDUCATION ASSOCIATION

By _____
John Kobylinski, President

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
Erial Road, Blackwood, New Jersey 08012

APPLICATION FOR PERSONAL OR TEMPORARY LEAVE

TO: Gerald A. Killeen, Superintendent (via School Principal)

The undersigned hereby applies for leave pursuant to the collective bargaining Agreement between the Board of Education and the Black Horse Pike Education Association for the following purpose:

Personal Leave No reason is required unless less than five days notice is provided or unless the requested day(s) fall(s) on a day immediately prior to or after a school closing day (excluding Saturday or Sunday) or an extended recess period.

Professional Day - Please detail your plans for the day in the space below.

Bereavement Leave - Please indicate relationship to employee.

Other Reasons - Please provide reason in space provided below.

DATE(S) REQUESTED _____ Periods to be Covered _____

EXPLANATION: Please use reverse side of form if space below is inadequate. If reimbursement of expenses for professional leave is requested please show an outline and estimate of those expenses below.

I hereby certify this leave is requested for the purpose of fulfilling an urgent matter which cannot be met during non-school hours.

Date Submitted _____

Signature of Applicant _____

PLEASE DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Expenses in accordance with Department Plan _____

Approval recommended _____ Approval not recommended _____ (Reason over)

Coverage: Request External _____ Will arrange internal _____ Periods _____

Principal's Signature _____

Date Request Was Received _____

Approved () Not Approved () With Pay () Without Pay () _____

Signature of Superintendent _____ Date _____ Charge to: VIII; IX A-1, A-2, A-3,
A-4; IX-B; X-G.

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
Erial Road, Blackwood, New Jersey 08012

1981-1982 TEACHERS' SALARY GUIDE: EFFECTIVE JULY 1, 1981

Step On Guide	Class A NonDegree	Class B	Class B-15	Class B-30	Class M	Class M-15	Class M-30	Class D
1	12,738	13,071	13,237	13,404	13,848	14,181	14,514	15,180
2	13,071	13,404	13,570	13,737	14,181	14,514	14,847	15,513
3	13,404	13,737	13,903	14,070	14,514	14,847	15,180	15,846
4	13,737	14,070	14,236	14,403	14,847	15,180	15,513	16,179
5	14,070	14,458	14,625	14,791	15,235	15,568	15,901	16,567
6	14,403	14,847	15,013	15,180	15,624	15,957	16,290	16,956
7	14,736	15,235	15,402	15,568	16,012	16,345	16,678	17,344
8	15,069	15,624	15,790	15,957	16,401	16,734	17,067	17,733
9	15,402	16,068	16,234	16,401	16,845	17,178	17,511	18,177
10	15,735	16,512	16,678	16,845	17,289	17,622	17,955	18,621
11	16,068	17,067	17,233	17,400	17,844	18,177	18,510	19,176
12	16,401	17,622	17,788	17,955	18,399	18,732	19,065	19,731
13	16,734	18,232	18,399	18,565	19,009	19,342	19,675	20,341
14	17,067	18,898	19,065	19,231	19,675	20,008	20,341	21,007
15	17,400	19,592	19,758	19,925	20,369	20,702	21,035	21,701
16	17,733	20,286	20,452	20,619	21,063	21,396	21,729	22,395
17	18,066	20,979	21,146	21,312	21,756	22,089	22,422	23,088
18	18,565	21,673	21,840	22,006	22,450	22,783	23,116	23,782
19	19,065	22,173	22,339	22,506	22,950	23,283	23,616	24,282
20	22,672	22,839	23,005	23,449	23,782	24,115	24,781	

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
 Erial Road, Blackwood, New Jersey 08012

1982-83 TEACHERS' SALARY GUIDE: EFFECTIVE JULY 1, 1982

Step On Guide	Class A Non-Degree	Class B	Class B-15	Class B-30	Class M	Class M-15	Class M-30	Class D
1	13,771	14,199	14,323	14,508	15,001	15,371	15,741	16,480
2	14,140	14,509	14,693	14,879	15,372	15,741	16,111	16,850
3	14,509	14,879	15,063	15,249	15,741	16,111	16,481	17,220
4	14,879	15,249	15,433	15,618	16,111	16,481	16,850	17,590
5	15,249	15,618	15,802	15,988	16,481	16,850	17,220	17,959
6	15,618	16,049	16,234	16,419	16,911	17,281	17,651	18,390
7	15,988	16,481	16,665	16,850	17,343	17,713	18,082	18,822
8	16,357	16,911	17,097	17,281	17,774	18,143	18,513	19,252
9	16,727	17,343	17,527	17,713	18,206	18,575	18,945	19,684
10	17,097	17,836	18,020	18,206	18,698	19,068	19,438	20,177
11	17,466	18,329	18,513	18,698	19,191	19,561	19,931	20,670
12	17,836	18,945	19,129	19,314	19,807	20,177	20,547	21,286
13	18,206	19,561	19,745	19,931	20,423	20,793	21,163	21,902
14	18,575	20,238	20,423	20,608	21,100	21,470	21,840	22,579
15	18,945	20,977	21,163	21,347	21,840	22,209	22,579	23,318
16	19,314	21,748	21,932	22,117	22,610	22,980	23,349	24,089
17	19,684	22,518	22,702	22,888	23,380	23,750	24,120	24,859
18	20,054	23,287	23,473	23,657	24,150	24,519	24,889	25,628
19	20,608	24,058	24,243	24,427	24,920	25,290	25,659	26,399
20	21,163	24,613	24,797	24,982	25,475	25,845	26,214	26,954
21	25,166	25,352	25,536	26,029	26,399	26,768	27,507	

DEFINITION OF CLASSES

<u>CLASS A</u>	Applies to a teacher who does not hold a Bachelor's Degree or equivalent
<u>CLASS B</u>	Applies to a teacher who holds a Bachelor's Degree
<u>CLASS B15</u>	Applies to a teacher who holds a Bachelor's Degree plus 15 graduate credits
<u>CLASS B30</u>	Applies to a teacher who holds a Bachelor's Degree plus 30 graduate credits
<u>CLASS M</u>	Applies to a teacher who holds a Master's Degree in the subject area for which employed
<u>CLASS M15</u>	Applies to a teacher who holds a Master's Degree plus 15 additional graduate credits
<u>CLASS M30</u>	Applies to a teacher who holds a Master's Degree and 30 additional graduate credits
<u>CLASS D</u>	Applies to a teacher who holds a Doctor's Degree in the subject area for which employed

DEFINITION OF TERMS

EMPLOYMENT INCREMENT shall mean an annual increment granted to a teacher for one year of employment

MASTER'S DEGREE OR ITS EQUIVALENT shall mean a Master's Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or proof of the satisfactory completion of 30 additional semester hours in graduate courses beyond the course requirements for the Bachelor's Degree in any college or university whose graduate courses for the Master's Degree are acceptable to the State Board of Examiners for certification purposes.

DOCTOR'S DEGREE shall mean a Doctor's Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

YEAR OF EMPLOYMENT shall mean employment by a teacher for one academic year in any publicly owned and operated school or other institution of learning in this or any other state or territory of the United States.

SCHOOL YEAR shall mean the period beginning September 1, of each year and ending June 30, of the following year.

DEFINITION OF TERMS (Continued)

FULL TIME shall mean the number of days of employment in each week and the period of time in each day required by the State Board of Education under rules and regulations prescribed to qualify any person as a full time teacher.

MILITARY SERVICE CREDIT Every teacher who has served in active military service after July 1, 1940, shall receive credit for same. Maximum credit for military service shall be four years. Military service is further interpreted as follows:

1. A school year, September 1 to June 30, shall be considered as one full year.
2. Time outside of the academic school year must be based on full calendar years to receive full credit.

Credit that is to apply must be substantiated by presentation of the Honorable Discharge and the Report of Separation from the Armed Forces of the United States. These must be recorded in the Office of Superintendent prior to September 1 of the initial employment year.

EXPERIENCE CREDIT Credit for other years of employment may be granted in determining initial salary upon employment.

RULES GOVERNING GRANTING OF INCREMENTS

- A. To receive a full increment, a teacher must have given satisfactory service in the opinion of the Superintendent, subject to approval of the Board.
- B. To be eligible for a full increment a teacher must have been a regularly employed teacher for the Board during the previous year for at least 100 school days.
- C. The Board reserves the right for inefficiency and other good cause to decrease or omit the increment of any teacher for any year.
- D. Upon failure of the Board to grant an increment to any teacher, such increment shall be deemed to have lapsed. At its discretion, upon recommendation of the Superintendent, the Board may restore an increment previously withheld.
- E. If it is anticipated that graduate credits will be earned during the school year which will make the teacher eligible for a higher salary scale, indication of same must be presented in writing to the Superintendent on or before November 1, of the preceding school year in order to permit budgetary provision for such needs.

Evidence of satisfactory completion of such graduate credits must be submitted to the Superintendent by official transcript.

The deadline date for submitting evidence of satisfactory completion of graduate credits shall be September 8.

COCURRICULAR SALARY GUIDE

Except where noted the rate below shall be multiplied by the salary designated as Step 1 of the Class B salary guide appearing as SCHEDULE B of this Agreement, to arrive at the cocurricular stipend.

COACHING, ATHLETICS

		<u>RATE</u>
FALL CHEERLEADING	Head Coach	.0518
	Assistant Coach	.0481
WINTER CHEERLEADING	Head Coach	.0855
	Assistant Coach	.0812
CROSS COUNTRY	Head Coach	.0706
	Assistant Coach	.0308
FOOTBALL	Head Coach	.1597
	Assistant Coach	.0905
HOCKEY AND SOCCER	Head Coach	.1020
	Assistant Coach	.0592
FALL TENNIS	Head Coach	.0609
	Assistant Coach	.0366
BASKETBALL AND WRESTLING	Head Coach	.1511
	Assistant Coach	.0975
SWIMMING AND SPRING TENNIS	Head Coach	.0791
	Assistant Coach	.0475
SOFTBALL AND BASEBALL	Head Coach	.1105
	Assistant Coach	.0677
GOLF	Head Coach	.0563
TRACK	Head Coach	.1140
	Assistant Coach	.0707
WINTER TRACK	Head Coach	.0535

OTHER ATHLETICS

Ticket Sellers . . .	.0015 per game	Ticket Takers . . .	.0015 per game
Photographer . . .	.0015 per game	Timer . . . . .	.0015 per game
Nurse . . . . .	.00225 per game		
Nurse . . . . .	.0055 per day for August fall sports medicals		

SCHEDULE D (Continued)OTHER ACTIVITIES

Newspaper Advisor	.0471	Future Physicians Club Advisor	.0200
Newspaper, Business Adv.	.0200	Future Nurses Club Advisor	.0200
Yearbook, Literary Advisor	.0518	Psychology Club Advisor	.0200
Yearbook, Business Advisor	.0459	Chess Club Advisor	.0200
Yearbook, Asst. Literary	.0350	Future Teachers Advisor	.0200
Class Advisors	.0554	Auto Club Advisor	.0200
Dramatics		Computer Club Advisor	.0200
3-Act Play Director	.0399	All other chartered or approved clubs which are not listed	.0200
Stage Crew Advisor	.0578		
Coordinator, Dramatics	.0261		
One Act Play Director	.0255		
Asst. 3-Act Play Director	.0255		
Honor Society Advisor	.0255		
Student Council Advisor	.0638		
Service Club Advisor	.0459		
Vocal Music Director	.0428		
Band Director	.0906		
Assistant Band Director	.0399		
School Activities Treasurer	.0698		
Intramurals Director	.0758		
A.F.S. Advisor	.0350		
D.E.C.A. Advisor	.0350		
Future Business Club Adv.	.0350		
V.I.C.A. Advisor	.0350		
Artisans Advisor	.0200		
TV Club Advisor	.0200		
Photography Club Advisor	.0200		
Language Club Advisors	.0200		
Future Homemakers Advisor	.0200		

MEMORANDUM OF AGREEMENT

PARTIES: Black Horse Pike Regional School District Board of Education
and
The Black Horse Pike Education Association

AGREEMENT: The Parties agree upon the following in settlement after collective bargaining negotiations:

In the administration of Article XVII, Section A, Paragraph 1, work hours during the duration of double sessions shall include the following conditions:

1. No teacher scheduled for the early session shall be required to report for duty earlier than 15 minutes prior to the opening of the pupils' school day.
2. Those teachers scheduled for the late session shall not be required to remain in school more than ten minutes after the close of the pupils' day.
3. On Fridays and on days preceding holidays or vacations, departure times shall be as set forth below:
 - a. 1-8 Assignment These teachers shall be required to remain no longer than 28 minutes after the end of 8th period.
 - b. 3-10 Assignment These teachers shall be required to remain no longer than 29 minutes after the end of 10th period.
4. On Mondays and on days immediately following holidays and vacations, 5-12 Assignment teachers shall be required to report for duty no earlier than 36 minutes before fifth period begins.

The above conditions are in addition to those articles which were agreed to during the course of negotiations.

In Witness Whereof, the parties hereto have caused these presents to be signed by their proper officers and have affixed their seals hereto on this first day of September 1981.

BLACK HORSE PIKE REGIONAL SCHOOL
DISTRICT BOARD OF EDUCATION

ATTEST:

By Donald N. Downer, President

Raymond B. Heston,
Board Secretary/Business Administrator

BLACK HORSE PIKE EDUCATION
ASSOCIATION

ATTEST:

By John Kobylinski, President

Stanley R. Horton, Vice-President,
Chairperson Negotiations Committee